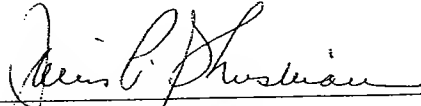


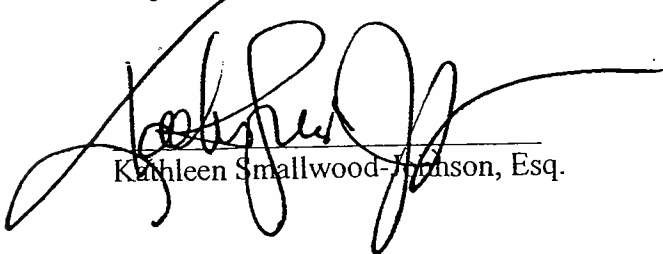
ASBURY PARK BOARD OF EDUCATION
PROPOSAL

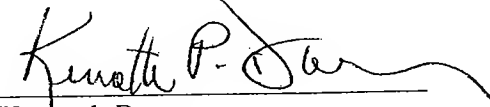
The Asbury Park Board of Education proposes the following to the Principals and Supervisors Association:

1. No language changes;
2. One year contract for 2000-2001 with retro payments for current employees only;
3.5%
3. Three year contract duration 2001-2004; 4%, 5%, 5%.
4. Creation of new structured "Agreed Upon Salary Guide".
5. Placement on the appropriate step of the new agreed upon salary guide for employees who are currently off of the guide.
6. \$75.00 per day- paid over a three (3) year period for sick leave before June 30, 2002; \$50.00 per day paid for 2003 & 2004.
7. The Board Committee is prepared to recommend approval of this agreement at the special board meeting dated November 28, 2001.


Mrs. Janis Ginsman
For the APBOE
Negotiations Committee


Mr. Enoch Peters
For the Association

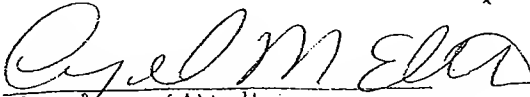

Kathleen Smallwood-Johnson, Esq.


Kenneth Dunn

Dated:

Dated:

November 26, 2001


Angel M. Elliott
my Commission Expires
August 26, 2006
11-26-01

Negotiated Agreement

**Asbury Park
Board of Education**

and

**Asbury Park
Administrative & Supervisory
Association**

July 1, 1996 - June 30, 1999

Adopted

Asbury Park Board of Education

Date: November 11, 1996

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ARTICLE ONE

Recognition

1.1 The Board of Education hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all administrative and supervisory personnel employed by the Board, as follows:

Principals

Vice Principals

Director of Pupil Personnel Services

Super · Director of Adult Education

Supervisors of Instruction

Supervisor of Child Study Teams

Super · Director of Athletics

1.2 Unless otherwise indicated, the term "administrator" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to "males" shall include females.

ARTICLE TWO

Negotiations Procedures

2.1 In accordance with Chapter 123, Public Laws of 1974, the Board and the Association agree to engage in collective negotiations over a successor agreement and shall exchange proposals. The Association and Board shall submit proposals in accordance with the rules and regulations of PERC. These proposals shall be submitted in writing to the Superintendent of Schools. Following the submission of written proposals by the majority representative, the designated representatives of the Board and the Association shall meet thereafter at reasonable times and shall negotiate in good faith with respect to salaries and terms and conditions of employment.

2.2 During negotiations, the Board and the Association shall possess relevant data, exchange points of view and make proposals and counterproposals. In this connection, the Board will furnish the Association with all information in the public domain as soon as possible after the receipt of a request for such data.

2.3 Neither party, in any negotiations shall have control over the selection of the negotiating representative of the other party.

2.4 In accordance with State law, the Board agrees not to negotiate concerning employees in this bargaining unit with any organization other than the Association for the duration of this Agreement.

2.5 This Agreement incorporates prior understanding of the parties on all matters which were, or could have been, the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

2.6 Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and ratified by the Association.

2.7 This agreement shall be effective as of July 1, 1996 and shall continue in effect until June 30, 1999, subject to the Association's right to negotiate over a successor agreement.

ARTICLE THREE

Binding Arbitration Grievance Procedure

3.1 The term "grievance" means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this contract, administrative decisions, board policy or ~~state statute~~ affecting a member or group of members.

3.2 The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3.3 "Immediate supervisor" for a principal or central office director shall mean the Assistant Superintendent. "Immediate supervisor" for a vice principal shall mean the building principal. "Immediate supervisor" for a central office supervisor shall mean the appropriate district administrator.

3.4 A grievance, to be considered under this procedure, shall be presented by the grievant or a representative not later than fifteen (15) calendar days following its occurrence. The number of days allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt should be made to resolve the grievance as quickly as possible.

3.5 The Association shall have the right to have up to two (2) representatives present at all steps.

3.6 A grievance may be filed by an individual member, a group of members or by the Association, either in its own name or as a representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level.

3.7 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.

Failure ⁺an any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3.8 An individual who has a complaint shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally. However, if the complainant is the Association, the initial discussion shall be at the level of the Superintendent; and, in such event, if the problem is not resolved to the satisfaction of the Association within five (5) calendar days after the conclusion of the discussion, the procedures prescribed in the subsections of this section shall become applicable.

3.9 Level One - Immediate Supervisor. If, as a result of the discussion, the matter is not resolved to the satisfaction of the complainant within five (5) calendar days, he shall set forth his grievance in writing to the immediate supervisor, specifying:

- a. the nature of the grievance;
- b. the nature and extent of the injury, loss or inconvenience;
- c. the results of the previous discussion;
- d. his dissatisfaction with the decisions previously rendered;

The immediate supervisor shall communicate his decision to the grievant and the immediate supervisor in writing within five (5) calendar days of receipt of the written grievance.

3.10 Level Two - Superintendent of Schools. The grievant, no later than five (5) calendar days after receipt of the immediate supervisor's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the immediate supervisor and his dissatisfaction with the decisions previously rendered, as specified above. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) calendar days. The Superintendent shall communicate his decision in writing to the grievant and the immediate supervisor.

3.11 Level Three - Board of Education. If the grievance is not resolved at Level Two, the grievant may submit the grievance to the Board of Education not later than seven (7) calendar days after receipt of the Superintendent's decision in Level Two.

The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the grievant and render a decision in writing within thirty (30) calendar days of its receipt of the grievance.

3.12 Level Four - Arbitration. If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, notice of intention to proceed to arbitration shall be given to the Board through the Superintendent of Schools within fourteen (14) calendar days after the receipt of the decision which is being appealed.

The parties shall use the Public Employment Relations Commission's panel of certified arbitrators.

The arbitrator shall confer with the representatives of the parties and hold appropriate hearings and submit his decision in accordance with the rules of PERC. The arbitrator shall be without power or authority to make any decision which modifies any provision of this Agreement or Board policy. *The decision of the arbitrator shall be final and binding on both parties.* Only the Board; the aggrieved and appropriate officials of the Association shall be given copies of the arbitrator's opinion and award. This shall be given within thirty (30) calendar days of the completion of the arbitrator's hearings.

3.13 Any grievant may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative(s) of the Association.

3.14 The fees and expenses of the arbitrator are the only costs which will be shared by the two parties⁶, and such costs will be shared equally. Any other costs shall be borne by the party incurring them.

3.15 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

ARTICLE FOUR

Leaves Of Absence

4.1 In granting leaves of absence, it shall be the policy of the Board of education to grant leaves of absence for personal illness, injury or quarantine, in accordance with the following rules and regulations:

- a. In conformity with the N.J.S.A. 18A:30-1 et seq., all 12 month administrators shall be allowed sick leave with full pay for fourteen (14) days during each school year. (Ten month employees shall receive twelve (12) days.)
- b. If any employee shall utilize less than fourteen days of sick leave with full pay allowed by N.J.S.A. 18A:30 et seq., the number of days not utilized during any school year shall accumulate without limit for additional sick leave with full pay during the subsequent years.
- c. Sick leave shall mean the absence from his or her duty of any employee on account of personal disability due to illness or injury or on account of quarantine for the presence of a contagious disease in his or her immediate household.
- d. When absence on sick leave exceeds five (5) successive school days, a physician's certificate covering the period shall be filed with the Superintendent.

4.2 In the case of the critical illness of a parent, brother, sister, husband, wife or child, irrespective of residence, and in the case of critical illness of a relative, who is a member of the employee's household, no deductions shall be made, provided such absence does not exceed three (3) days.

4.3 Five (5) school days on account of the death of a member of the employee's immediate family shall be excused without loss of salary.

- a. The term "immediate family" as used in "4.3" above shall be understood to include only the following: wife, husband, father, mother, child, brother, sister, mother-in-law, father-in-law, grandmother, grandfather

or other relative who at the time of death has been a member of the employee's household.

- b. For absence beyond the limit of five (5) days allowed in the case of death of a member of the employee's immediate family or in case of absence or death of any member of the family not included by the definition of "immediate family", or for absence due to death of any person not covered by these rules and regulations, a full deduction shall be made.

4.4 In the event of the marriage of an employee, or of an employee's parent, brother, sister, or child, a deduction of one-half of the employee's pay for that day shall be made. Absence for any days in excess of one (1) shall be uncompensated.

4.5 In the case of absence from school by reason of subpoena by a court, no deduction in salary shall be made provided the subpoena is filed with the Secretary of the Board and the employee is not party plaintiff to the suit.

4.6 Six instances of tardiness in reporting for duty, unexcused by the Superintendent of Schools, shall count as one-half day's absence, and a corresponding deduction shall be made.

4.7 For purposes of this Article, a day's salary for employees working on a twelve-month-per year basis is defined as 1/240 of the annual salary.

4.8 If an employee is absent for a number of days for causes other than sick leave, and during the period of absence a holiday occurs, deductions for such a holiday shall be the same as for the preceding days. If the holiday occurs at the beginning of the period of absence, or at the end of the period of absence, deduction shall be made for such holiday.

4.9 Employees absent for causes other than personal illness for a majority of the days the schools are in session during September, December, and June, or immediately preceding or following a school vacation period shall be paid only for the days of actual service.

4.10 Employees, upon written request to the Superintendent of Schools may be granted up to five (5) days to visit schools other than their own and to attend education conferences without loss of salary.

4.11 Leaves of absence with full loss of pay, excepting that to which employees are entitled under the provisions of sick leave, may be granted by the Board for a limited and definite period.

4.12 All requests for leave for a definite term should be addressed to the Superintendent of Schools in writing, and should indicate the reason for the contemplated absence, and the date on which the employee expects to return to duty.

4.13 Full-time employees may be granted (3) days of absence for conducting personal business when such business cannot be conducted during out-of-school hours. Requests for this privilege shall be submitted at least three (3) days in advance of the desired absence. Such leave may not be granted for the day immediately preceding or following a school vacation period. The Superintendent may not deny leave arbitrarily. If requests are disapproved, the Superintendent shall ^{provide} post a reason. Should any of the days provided by this section be unused at the end of the school year, they will be added to the accumulating sick leave as provided in Paragraph 4.1.b.

4.14 Up to three (3) days may be granted to up to four (4) elected officers of the Asbury Park Administrators Association to attend conferences and conventions of the state and national affiliated educational organizations. Request for this privilege shall be submitted in duplicate to the Superintendent of Schools at least five (5) school days in advance of the desired absence.

4.15 Whenever the Board of Education employs any person who has an unused accumulation of sick leave days from another school district in New Jersey, the Board shall grant, not later than the end of the first year of employment, full credit therefore. The amount of this credit is uniformly applicable to all employees and subject to the provisions of Chapter 30 of N.J.S.A. TITLE 18A, Education.

4.16 Employees shall be given a written accounting of accumulated sick leave days no later than October 15 of each school year.

4.17 For administrative employees starting after July 1, all paid leave time shall be calculated on a pro-rated basis in proportion to the number of months remaining in the school year, with fractions of a day rounded off to the next whole day. The total amount of such pro-rated leave shall be available to the employee from the first day of employment.

ARTICLE FIVE

Salary Lists

5.1 The Board Secretary will submit to the Asbury Park Administrative and Supervisory Association a list of all employees represented by the Association and their contract salaries prior to September 1st of each school year.

5.2 Any adjustments to any salary after September 1st shall be reported to the Association along with a reason for such adjustment.

5.3 Effective July 1, 1996, the Board shall provide members of the bargaining unit an additional 3 percent increase in salary, on average, over the 1995-1996 salary levels.

5.4 Effective July 1, 1997, the Board shall provide members of the bargaining unit an additional 3.75 percent increase in salary, on average, over the 1996-1997 salary levels.

5.5 Effective July 1, 1998, the Board shall provide members of the bargaining unit an additional 3.75 percent increase in salary, on average, over the 1997-1998 salary levels.

5.6 Salary increases set forth shall be distributed in accordance with salary guides which are attached hereto as Schedules A-1 (1996-1997) and A-2 (1997-1998) and A-3 (1978-1999).

ARTICLE SIX

Insurance Protection

6.1 Effective July 1, 1996, the Board of Education shall limit the monies provided for coverage for State Health Benefits to the Department of the Treasury State Health Benefits Program program rate schedule for the period July 1, 1996 through June 30, 1999. Should the cost of any such coverage exceed the premium amounts listed on this rate schedule, the additional cost shall be the subject of negotiations between the parties.

6.2 Eligible employees are defined as those permanent, full-time employees who are not presently receiving similar family health benefits coverage under any plan as the result of the employment of a spouse or other member of the employee's family. It is expressly intended that the Board of Education will not pay the premiums for similar family coverage for any employee presently receiving or presently eligible to receive similar family coverage under any conditions of employment of a spouse or other member of the employee's family. Individuals who are presently eligible to receive these benefits from the Asbury Park Board of Education shall become ineligible at such time in the future when they become eligible to receive similar family insurance coverage through the employment of a spouse or other member of their family.

6.3 Effective July 1, 1995, the Board of Education hereby agrees to provide a dental insurance program. The cost per individual administrative employee shall not exceed the cost per individual to the Board of Education of the dental insurance program established in the Collective Bargaining Agreement with the Asbury Park Education Association. To the extent that the program established by the Asbury Park Education Association necessitates contributions by the employee, the Asbury Park Administrative and Supervisory Association understands and agrees that its members would each be required to contribute to the dental insurance program in the same amount required of the Education Association.

6.4 Effective July 1, 1995, the Board of Education shall provide a prescription drug program. The cost of such program per individual administrative employee shall not exceed the cost per individual to the Board of Education of the prescription drug

program established in the Collective Bargaining Agreement with the Asbury Park Education Association. To the extent that the program established for the Asbury Park Education Association necessitates contributions by the employee, the Asbury Park Administrative and Supervisory Association understands and agrees that its members would each be required to contribute to the prescription drug program in the same amount required to the Education Association.

6.5 Employees hired after July 1, 1997 shall not receive family coverage until the accrual of tenure.

ARTICLE SEVEN

Vacations

7.1 Administrators employed on a twelve (12) month basis shall receive twenty three (23) work days vacation.

- a. Non-tenured administrators new to the District shall receive 15 days vacation per year for their first three (3) years, and 23 days vacation thereafter beginning in their fourth year.
- b. Employees who are tenured in the District and who are initially appointed to a position represented by this bargaining unit shall receive 15 days vacation per year during their first two (2) years, and 23 days vacation thereafter beginning in their third year.

7.2 All vacation periods shall be approved by the Superintendent.

7.3 Any administrator involved in a summer workshop shall not forfeit his vacation period.

7.4 Effective July 1, 1988, if the workload, in the opinion of the Superintendent, necessitates the postponement of vacation, any unused vacation shall be allowed to accrue up to a maximum level of ninety (90) days; administrators newly employed in an administrative position after July 1, 1993, shall be allowed to accrue up to a maximum level of eighty (80) days.

7.5 Employees shall be given a written accounting of accumulated vacation days no later than October 15 of each school year.

7.6 An employee who dies shall have earned, unused vacation time paid to the estate of the deceased employee.

7.7 All vacation earned will be credited to the administrators' records on July 1 of each year. Administrators having completed less than one year of employment prior to July 1 will be credited with earned vacation at the rate of .42 days per month (rounded off to the nearest one-half day).



ARTICLE EIGHT

Retirement

8.1 Administrators who attain the age of 55 years but less than the mandatory retirement age and who have 25 years of service in the pension fund and not less than 10 years in Asbury Park School District may receive upon retirement reimbursement for unused sick time at the rate of \$25.00 per day.

8.2 Payment shall be calculated on the number of unused accumulated sick days credited to the administrator on the effective date of retirement.

8.3 In the event an administrator dies in service, the provisions of 8.1 and 8.2 shall be implemented and paid to the estate of the administrator.

8.4 Administrators who retire (having met the requirements of age 55; 25 years of service in the Pension Fund and not less than 10 years of service in the Asbury Park School District) effective either June 30, 1997 or June 30, 1998 or June 30, 1999 shall be compensated at the rate of \$50.00 per day for each day of unused accumulated sick leave. In order to be eligible for this benefit, administrators must give notice by February 1, 1997 for June 30, 1997 retirement, or by February 1, 1998 for June 30, 1998 retirement, or by February 1, 1999 for June 30, 1999 retirement.

ARTICLE NINE

Deductions From Salary

9.1 **Dues Deductions:** The Board agrees to deduct from the salaries of its administrators dues for the Asbury Park Administrative and Supervisory Association, the New Jersey Principals and Supervisors Association, the New Jersey Association of School Administrators, or any one of any combination of such similar professional associations as such employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9) under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the Asbury Park Administrative and Supervisory Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate association(s).

9.2 **Savings Deductions:** In accordance with N.J.S.A. 40:11-26, the Board of Education authorizes and directs the Secretary of the Board to transmit to the Treasurer of the Monmouth-Ocean Teachers' Federal Credit Union the fixed monthly deductions withheld from employees enrolled in the savings plan. Deductions are to be transmitted to the Treasurer of Mon-Oc Teachers Credit Union on a semi-monthly basis. Each employee shall indicate in writing fixed deductions made from his compensation for payment to said credit union. Any such written authorization may be withdrawn upon filing of written notice of said withdrawal with the Secretary of the Board; however, the said amount to be deducted shall remain fixed during the duration of the fiscal year or school year and shall not be subject to change with the exception of the aforementioned withdrawal. This action shall become effective for the beginning of the school year immediately following the adoption of this resolution.

9.3 **Savings Deduction. Tax Sheltered Annuity:**

- a. That the Secretary of the Board of Education of the City of Asbury Park be authorized and directed to take such actions as are reasonable and necessary to effect the purchase of such annuities under group annuity

contract or contracts issued by an insurance company authorized to sell tax sheltered annuities in the State of New Jersey and to approve, on behalf of the Board of Education, employees' agreement with the school district for reduction in contract salary, the amount of such reductions with respect to each employee to be remitted to any insurance company authorized to sell tax sheltered annuities in the State of New Jersey for the purpose of affecting such annuities.

- b. Employees may enroll January 1st with cutoff date of December 15th.
- c. Employees may enroll September 1st with a cutoff date of August 15th.
- d. Deductions are to be made bimonthly January through June and September through December. No deductions will be made during the months of July and August.

ARTICLE TEN

Travel

10.1 Intra-District Travel: The below-listed administrative staff members shall receive \$400.00 per annum for intra-district travel. This rate shall be effective as of July 1, 1991. This allowance is given because of the nature of the positions and the resultant necessity to travel between and among schools on a frequent basis. Should the duties of any or all change so that the need to use their own transportation is substantially lessened, this provision shall not hold.

Director of Pupil Personnel Services



Director of Adult Education

Supervisors of Instruction

Supervisor of Child Study Teams

10.2 Inter-District Travel: Administrative staff members who use their personal automobiles outside of the school district for school district business shall be compensated at the rate of twenty-five (25) cents per mile.

ARTICLE ELEVEN

Administrators' Rights, Privileges and Responsibilities

11.1 No administrator may be disciplined or dismissed, reduced in rank or compensation, or deprived of any professional advantage without just cause.

ARTICLE TWELVE
Other Agreements and Policies

All other agreements and policies, whether filed with the Public Employment Relations Commission or not, shall continue in effect, except where inconsistent herewith.

ARTICLE THIRTEEN

Negotiation of Proposed New Rules or Modifications

13.1 Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Asbury Park Administrative and Supervisory Association before they are established.

13.2 This clause shall expire upon the expiration of the Agreement or the repeal of Chapter 303 of the Laws of 1968, whichever shall first occur.

13.3 Nothing herein contained shall deny the right of the Board of Education to terminate benefits not granted in accordance with policies heretofore adopted by the Board of Education.

ARTICLE FOURTEEN
Supplementation of Agreement

14.1 Throughout the term of this Agreement and the salary years covered thereby, discussions between the administration and the administrative staff will take place on items of mutual interest at reasonable times.

14.2 Agreements arrived at during the pendency of this Agreement and approved by the Board may be added hereto by supplement.

ARTICLE FIFTHTEEN

Miscellaneous

15.1 School Calendar. On or before April 1, the Association shall request a copy of the proposed school calendar for review and recommendations prior to its consideration by the Board of Education.

15.2 This Agreement shall constitute a board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as board policy.

15.3 If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

15.4 Any individual contract between the Board and an individual administrator, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

15.5 The Board and the Association agree that there shall be no discrimination, and that all practices, procedure and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

15.6 Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provision(s) of the Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board at:

Dora E. Mylchreest, Business
Administrator/Board Secretary
Asbury Park Board of Education
407 Lake Avenue
Asbury Park, NJ 07712

2. If by Board, to Association at:

Mr. Michael Del Pozzo, President
Asbury Park Administrative and
Supervisory Association
407 Lake Avenue
Asbury Park, NJ 07712

ARTICLE SIXTEEN
Duration of Agreement

This Agreement shall be effective as of July 1, 1996, and shall continue in effect until June 30, 1999, subject to the Association's right to negotiate over a successor Agreement as provided in Article Two. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be signed by their respective Presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on this ^{11th} day of November , 1996.

ASBURY PARK
BOARD OF EDUCATION

Heila C. Solomon

Board President

Dora E. Mychiesst

Board Secretary

ASBURY PARK ADMINISTRATIVE
AND SUPERVISORY ASSOCIATION

Michael F. Pappo

President

Judy F. Smith

Vice-President